



August 5, 2015

TO ALL UTILITY COMMISSION MEMBERS:

GERRY WARNER
BOB MULLEN
JERRY FREY
DAN CASEY
PAT BECKER

This is to inform you that there will be a Utility Commission Meeting on **August 5, 2015 at 3:30 p.m.** in the Administrator's office at the Civic Center.

AGENDA:

1. Call to order
2. Adoption of agenda
3. Approval of previous commission meeting minutes
4. Approval of bills and disbursements – July 2015
5. Public Comment
6. WPPI Contract Extension
7. Solar Garden Project – Project Agreement Approval
8. Approval of CMAR Report and Resolution
9. South Water Tower Logos
10. 2015 Street/Utility Projects Update
11. Sewer Televising Bid Award
12. South Water Tower Application for Payment #2
13. Staff Reports
14. Communications and miscellaneous correspondence
15. Adjourn

A handwritten signature in black ink, appearing to read "Mike Darrow", is written over a faint, larger signature that appears to read "Mike Darrow".

Mike Darrow
Utility Manager

A majority of the members of the New Richmond City Council may be present at the above meeting.

Pursuant to State ex rel. Badke v. Greendale Village Board, 173 Wis. 2d 553, 494 N.W. 2nd 408 (1993) such attendance may be considered a meeting of the City Council and must be noticed as such, although the Council will not take action at this meeting.

New Richmond Utilities

July 2015 Check Register

Check #	Date	Amount	Vendor Name	Description
000756	7/7/2015	5,751.82	US BANK CORPORATE PAYMENT SYSTEM	JUNE PCARD BILL
000757	7/10/2015	57,293.78	CITY OF NEW RICHMOND	PAYROLL 7/10/15
000758	7/10/2015	83,550.00	LOCAL GOVERNMENT INVESTMENT POOL	JULY INVESTMENT
000759	7/10/2015	29,000.00	LOCAL GOVERNMENT INVESTMENT POOL	JULY INVESTMENT
000760	7/28/2015	618,696.81	WISCONSIN PUBLIC POWER INC	MAY15 WPPI SUPPORT SERVICES
000761	7/10/2015	1,812.00	CHAPMAN METERING	SINGLE PHASE REIREMENT TEST
000762	7/10/2015	1,248.66	CITY OF NEW RICHMOND	JUN MONTHLY BILL
000763	7/10/2015	5,112.99	CITY OF NEW RICHMOND	INSURANCE
000764	7/10/2015	2,500.00	CITY OF NEW RICHMOND	JULY RENT
000765	7/10/2015	7,341.14	CITY OF NEW RICHMOND	RECYCLING
000766	7/10/2015	21,682.41	CITY OF NEW RICHMOND	STORM WATER
000767	7/10/2015	80.00	DAKOTA SUPPLY GROUP INC	TENSION SLEEVE
000768	7/10/2015	195.49	DAVID PUFALL	REIMBURSE SAFETY BOOTS
000769	7/10/2015	902.40	DIGGERS HOTLINE, INC.	2ND PREPAYMENT TICKETS
000770	7/10/2015	15.19	FASTENAL COMPANY	GLOVES
000771	7/10/2015	231.90	GOLDCOM VOICE & DATA SUPPLY	SAFETY RED MARKING PAINT
000772	7/10/2015	2,166.10	HAWKINS, INC	ALUMINUM SULFATE
000773	7/10/2015	833.20	MUNITECH INC	TEST 3 FIRE LINE METER ASSEMBL
000774	7/10/2015	5,819.94	NEW RICHMOND UTILITIES	JUNE CTC COLLECTIONS
000775	7/10/2015	29.98	VARIETY OFFICE PRODUCTS	PAPER TOWEL
000776	7/16/2015	19,200.00	LOCAL GOVERNMENT INVESTMENT POOL	JUL15 WATER IMPACT & SAC
000777	7/17/2015	27,440.64	WI DEPT OF REVENUE	JUN15 SALES TAX
000778	7/24/2015	58,819.84	CITY OF NEW RICHMOND	PAYROLL 7/24/15
000779	7/27/2015	1,623.00	CHAPMAN METERING	SINGLE PHASE RETIREMENT TEST
000780	7/27/2015	97.37	CITY OF NEW RICHMOND	HRA MONTHLY ADMIN FEES
000781	7/27/2015	26.00	CITY OF NEW RICHMOND	BEN EXTRA - MONTHLY FSA
000782	7/27/2015	486.56	CITY OF NEW RICHMOND	DISABILITY INSURANCE
000783	7/27/2015	24,990.82	CITY OF NEW RICHMOND	HEALTH INSURANCE

000784	7/27/2015	38.27	CITY OF NEW RICHMOND	LIFE INSURANCE
000785	7/27/2015	3.50	CITY OF NEW RICHMOND	BEN EXTRA-COBRA PAT HOWELL
000786	7/27/2015	42,534.42	CITY OF NEW RICHMOND	TAX EQUIVALENT
000787	7/27/2015	2,556.50	COMMERCIAL TESTING LABORATORY	COLIFORM BACT, CALCIUM, IRON
000788	7/27/2015	1,520.00	HYDRODESIGNS	CROSS CONNECTION INPECT & REPO
000789	7/27/2015	2,166.48	INFOSEND, INC	JUNE BILLING & POSTAGE
000790	7/27/2015	250.00	MUNICIPAL ELECTRIC UTIL OF WI	2015 MEUW ANNUAL CONF- NOAH
000791	7/27/2015	260.31	NOAH WIEDENFELD	REIMBURSE WPPI ORIENTATION
000792	7/27/2015	20.00	WISCONSIN STATE LAB OF HYGIENE	FLOURIDE TEST
033815	7/8/2015	187.87	BALDWIN TELCOMM	JUNE PHONE BILL
033816	7/9/2015	273.88	NEW RICHMOND UTILITIES	CR 702400-22 FOR INV #15017
033817	7/10/2015	132.46	A1 JANITORIAL SUPPLY	SEWER & LIFT STATION CLEANER
033818	7/10/2015	430.00	BAKER TILLY VIRCHOW KRAUSE LLP	FINANCIAL STATEMENT AUDIT
033819	7/10/2015	2,892.43	BORDER STATES ELECTRIC SUPPLY	ARRESTER 57KV
033820	7/10/2015	2,150.00	CENTRAL CONCRETE CUTTING INC	DIGESTER DOOR OPENING
033821	7/10/2015	189,900.00	CHAMPION COATINGS INC	S WATER TWR RECON-PYMT #1
033822	7/10/2015	527.60	EXPRESS EMPLOYMENT PROFESSIONALS	6/28/15 PAYROLL R JORSTAD
033823	7/10/2015	890.96	FLEET ONE LLC	JUNE FUEL
033824	7/10/2015	13,284.00	FRESCO INC	SHAKESPEARE POLES & ARMS
033825	7/10/2015	606.46	FREEDOM VALU CENTERS	JUNE FUEL
033826	7/10/2015	287.91	FRONTIER COMMUNICATIONS	JUNE PHONE BILL
033827	7/10/2015	6,893.11	HD SUPPLY WATERWORKS, LTD	IPERL METERS
033828	7/10/2015	381.65	STUART C IRBY CO	10AMP & 65AMP FUSE LINKS
033829	7/10/2015	277.12	KWIK TRIP	JUNE FUEL
033830	7/10/2015	96.36	MACQUEEN EQUIPMENT INC	FILTER ELEMENT
033831	7/10/2015	170.00	MIDWEST CABLE MAINTENANCE	REPAIR FIBER ISSUE WWTP
033832	7/10/2015	666.65	RECYCLE TECHNOLOGIES, INC	RECYCLE BULBS, BATTERIES, BALL
033833	7/10/2015	16.10	SPEE-DEE DELIVERY SERVICE INC	ONCALL SHIPMENT
033834	7/10/2015	2,321.43	TRENCHERS PLUS, INC.	SLING, DUCT PULLER
033835	7/10/2015	73.72	UTILITY SALES AND SERVICE INC.	KNOB CONTROL, SLEEVE LOCKING
033836	7/10/2015	495.00	WISCONSIN RURAL WATER ASSN	MEMBERSHIP RENEWAL
033837	7/14/2015	238.45	VERIZON WIRELESS	JUNE CELL PHONE BILL
033838	7/27/2015	325.00	AMERICAN WATER WORKS ASSN	MEMBERSHIP DUES 9/1/15-8/31/16
033839	7/27/2015	434.00	CEMSTONE READY MIX INC	5000 PSI 3/4 FLY, WRA, HRWRA

033840	7/27/2015	360.45	CLEAR CHOICE PRINTING INC	ENVELOPES
033841	7/27/2015	249.30	DAN & ANNA LARSON	CR REF ACCT# 1607500-22
033842	7/27/2015	54.86	DARRELL CASS & ALEXANDRA BROWN	CR REF ACCT# 612700-31
033843	7/27/2015	78.15	DERRICK HOMES	CR REF ACCT# 1081900-20
033844	7/27/2015	184.84	DR DOUGLAS PODOLL	CR REF ACCT# 540300-20
033845	7/27/2015	1,317.33	DS ELECTRIC SUPPLY INC	CICUIT BREAKERS
033846	7/27/2015	499.80	DUANE W NIELSEN COMPANY	RECAL INFLUENT & EFFLUENT OCM
033847	7/27/2015	77.78	DWAYNE & ROSE MARIE ASH	CR REF ACCT# 1291500-22
033848	7/27/2015	800.80	EXPRESS EMPLOYMENT PROFESSIONALS	WAGE ROXANNE JORSTAD
033849	7/27/2015	495.00	FUSION METAL PRODUCTS INC	SANDBLAST & COAT LIGHT POLE
033850	7/27/2015	1,468.27	STUART C IRBY CO	SAEM 10122 NO-OX-ID PT CAN
033851	7/27/2015	43.60	JACK SCHULDT	CR REF ACCT# 909800-20
033852	7/27/2015	62.10	JANA WOJCIK	CR REF ACCT# 305600-22
033853	7/27/2015	553.64	J.H. LARSON COMPANY	4 PVC CAP
033854	7/27/2015	1,437.42	KINSETH HOTEL CORPORATION	CR REF ACCT# 1020000-22
033855	7/27/2015	155.23	MATT BROWN	REIMBURSE SHOP TOOL
033856	7/27/2015	510.27	MELANIE BETTERLY	DEPOSIT REFUND ACCT#130600-23
033857	7/27/2015	436.29	MERCADO EL DORADO	CR REF ACCT# 1358600-22
033858	7/27/2015	127.74	MICHAEL & TERESA HOLLAND	CR REF ACCT# 613500-20
033859	7/27/2015	81.00	MY RECEPTIONIST, INC	ANS SVC JUL 1 - JUL 28
033860	7/27/2015	60.00	NEW RICHMOND UTILITIES	CR REF ACCT#612700-31 CASS
033861	7/27/2015	243.78	PATRICK BOOTH	CR REF ACCT# 1806900-21
033862	7/27/2015	51.44	PUBLIC SERVICE COMM OF WI	ASSESSMENT-TARIFF CHANGE
033863	7/27/2015	231.11	RICHARD HALL	CR REF ACCT# 312700-20
033864	7/27/2015	62.16	RICK COOPER	CR REF ACCT# 1510200-21
033865	7/27/2015	20.22	RIVERTOWN NEWSPAPER GROUP	AD-CONSUMER CONFIDENCE REPORT
033866	7/27/2015	10,081.05	SHORT ELLIOTT HENDRICKSON INC	SDW APPLICATION/ADMINISTRATION
033867	7/27/2015	41.46	SIMON ELECTRIC CONST CO INC	4" PVC COUPLINGS
033868	7/27/2015	4,658.09	WESCO RECEIVABLES CORP	STAPLE STEEL
033869	7/27/2015	60.00	WWOA	W CENTRAL REG MTG STEVE & DAVE
033870	7/27/2015	179.32	XCEL ENERGY	JUNE GAS BILL

Total **\$ 1,274,932.18**

Checks & Wires

July 8, 2015

The regular meeting of the New Richmond Utility Commission was held on July 8, 2015 at 3:30 p.m. at the Civic Center.

Jerry Frey called the meeting to order at 3:30 p.m.

Members Present: Jerry Frey, Gerry Warner, Bob Mullen, Dan Casey, and Pat Becker.

A motion was made by Pat Becker to approve the agenda, seconded by Gerry Warner, and carried.

A motion was made by Bob Mullen to approve the minutes of the June 3, 2015 meeting, approve bills, and disbursements, seconded by Pat Becker, and carried.

Public Comment – None

South Water Tower Application for Payment #1 – An application for Payment No. 1 from Champion Coatings in the amount of \$189,900.00 was presented. The application is for work items completed as of May 31, 2015 on the South Water Tower Reconditioning project. Work performed on the project to date for which the contractor is requesting payment is in conformance with project plans and specifications. A motion was made by Gerry Warner to approve Payment No. 1 on the South Water Tower Reconditioning project in the amount of \$189,900.00, seconded by Dan Casey, and carried.

Well #3 VFD – Bergerson-Caswell, Inc has supplied a quote for replacing the Well #3 motor starter with a Variable Frequency Drive (VFD), for a total project cost not to exceed \$12,625.00. The electrical work for this project will be done locally so total cost should not exceed \$9,500.00. This replacement would alleviate maintenance issues as the existing starter is beginning to fail, and would also provide an opportunity for energy savings. Upon completion of the project, New Richmond Utilities will apply for incentives to reimburse up to 60% of the project through WPPI and Focus on Energy. A motion was made by Bob Mullen to approve the replacement of the Well #3 motor starter with a Variable Frequency Drive, for a project cost not to exceed \$9,500.00, and for incentives to be applied for upon completion of the project, seconded by Pat Becker, and carried.

Department Reports:

Bob Meyer, Water Superintendent: No report given.

Steve Skinner, Lead Wastewater Treatment Plant Operator, gave the following report:

Steve Skinner introduced the new Wastewater Operator, Dave Pufall. Dave took the lead role on the installation of the new ramp at the Willow River Dam. Dave also worked with an electrician to determine why the VFD's were not functioning properly at the main lift station. It was determined the VFD's were full of dust causing the VFD's to overheat. To prevent this from happening in the future, it is recommended the VFD's be scheduled for semi-annual or annual cleaning. The cement saw cutting has been completed at the Main Lift Station. This was to create a safe access entry for service personnel to the Huber fine screens. Currently working on getting the grate completed to cover the access hole. We had some issues with a pipe blowing out of a fitting in the digester. Believe this was caused by internal pressure build up in the pipe. The vent will be left partially open to prevent this from happening in the future. The DNR did an inspection of the WWTP and are happy with the way things continue to operate.

Tom Rickard, Electric Superintendent, gave the following report:

The electric extension to Phillips Plastics is approximately 80% complete. The groundwork is in for the Madison Ave Lighting Project. Just waiting for the poles to be delivered. The lighting conversion is on schedule to be completed this year. There was a major relay failure at the North Substation. Wisconsin Rapids and Escanaba, MI were instrumental in getting the substation up and running. We were able to get necessary parts from these two cities that would have taken months to receive otherwise. Without this aid and the efficiency of Energis, our substation contractor, the North Substation would have been down until the first

of the year. Repairs were done before any outage occurred. Xcel approved the agreement with New Richmond Utilities to complete the necessary repairs to get the North Substation back online.

Jeremiah Wendt, Director of Public Works, gave the following report:

Jeremiah gave a brief report for Bob Meyers. The Water Department is still working on changing out meters and doing numerous locates. To increase efficiency, the Water Department is doing both water and storm water locates. The taking of water samples from the South Water Tower continues. Hoping to have the tower online within a few days. The older part of town is experiencing a large root problem in the sewer system. Looking into having a group treat the roots with a foam to take care of the issue for a few years. Jeremiah is working with Steve Skinner to increase the efficiency of the chemical feed system at the WWTP. They are working with some vendors to get a new chemical feed pump that would pace the flow of the chemicals. This would give more control and efficiency resulting in a substantial cost savings.

Nancy Petersen, Finance Director, gave the following report:

2014 Financials -- We have received the 2014 financials from the auditors. A representative from Baker Tilly will present the results at a future Utility Commission meeting. We had hoped they could present at the August meeting, however, they are unavailable during this time and we are waiting to hear if they could present at the September meeting.

Act 274 – Tariff Changes to Deferred Payment Agreements (DPA's) – A reminder that the public hearing date is set for July 21, 2015 at 10:30 a.m. in the City Administrator/Utility Manager's conference room.

Wisconsin Environmental Improvement Fund Loan – On June 19 I received a letter confirming the pay-off of the West Central Wisconsin Biosolids Facility Clean Water Fund Loan as of May 1, 2015. The cancelled bond will be retained until such time as our auditor and/or financial advisor states we no longer need to keep it.

Part Time Temporary Summer Office Help – To assist office staff during the busy times and for coverage during vacations, we hired a temporary Customer Service Rep through a temp agency called Express Pros. This position will be working an average of 20 hours per week through September 30, 2015.

Utility Office – All Sensus radio read meters have been converted to ITRON. I have contacted Sensus to cancel support and have requested a refund of the unused support we had paid for. Bill Struck, Water Superintendent, Village of Frederic Water Department, is interested in purchasing our handheld. I will keep you posted as to the progress with these items.

A combined Customer Appreciation Picnic and Solar Garden flyer was included with the June 30th bills, and will also be included with the July 15th bills.

With summer help we have been able to work a little on the Billing Procedures Manual again and catch up on some other work we have been behind on.

June marked the sixth straight month in a row of having only 1% of A/R greater than 60 days old!

Weston Arndt, WPPI Energy Services Rep: No report given.

Mike Darrow, Utility Manager, gave the following report:

The application for the Solar Garden Project was submitted to the Plan Commission. The Solar Garden Project is currently on hold due to questions about it being located in TIF 6. Once the location is approved the project can move forward. The 2016 Budget process will begin in August. The New Richmond Utility Picnic and National Night Out are scheduled for August 4, 2015. There are several development projects currently in process. The Big Trucks Campaign at the library went well.

Communications and miscellaneous correspondence – None

There being no further business, a motion was made by Dan Casey to adjourn, seconded by Gerry Warner, and carried. The meeting adjourned at 4:22 p.m.

Jerry Frey, President

Bob Mullen, Secretary



TO: Utility Commission
FROM: Nancy Petersen, Utility Finance Director
Weston Arndt, WPPI Energy Services Representative
DATE: July 24, 2015
RE: **Community Solar Garden – Project Agreement**

BACKGROUND

As part of the Community Solar Garden Project, an Agreement is required to be entered into between WPPI Energy and New Richmond Utilities as the parties in this Agreement. It details the framework for how the program will work and the associated requirements. The Agreement has been reviewed by Nick Vivian, our City Attorney, and he has no concerns.

RECOMMENDATION

Staff recommends that the Community Solar Garden Project Agreement be approved for execution upon request from WPPI. We expect this to occur in conjunction with WPPI Energy's execution of the power purchase agreement with SunVest.

COMMUNITY SOLAR GARDEN PROJECT AGREEMENT

This Community Solar Garden Project Agreement (this "Agreement") is entered into as of this _____ day of _____, 2015 ("Effective Date"), by and among WPPI Energy ("WPPI"), _____ ("Member") and _____ ("Member Utility"). WPPI, Member and Member Utility are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

RECITALS

A. In connection with WPPI's Community Solar Garden Pilot program, the Parties desire that a community solar garden be constructed in the Member's and Member Utility's community (the "Project"). The Project, including its location and anticipated size, is more particularly described in Exhibit A to this Agreement.

B. Cooperation among the Parties will be necessary in order to ensure the success of the Project and aid development of a community solar garden model that may be implemented in other WPPI member communities in the future.

C. WPPI has or will in the future enter into a Photovoltaic Power Purchase Agreement (the "PPA") with Solar Investments WI, LLC (the "Solar Project Vendor"), pursuant to which, among other things, (i) the Solar Project Vendor shall construct, operate and maintain the Project, and (ii) WPPI will purchase the output of the Project and certain environmental attributes related thereto.

D. Member has or will in the future enter into a Site Agreement for Solar Photovoltaic Facility and Interconnection Facilities (the "Site Agreement") with the Solar Project Vendor, pursuant to which, among other things, Member grants an easement over property owned or controlled by the Member for purposes of siting the Project.

E. Member Utility has or will in the future have in effect a tariff (the "Tariff"), approved by the Public Service Commission of Wisconsin (the "PSCW"), relating to the Project.

F. Member Utility expects in the future to enter into Community Solar Participant Agreements (each a "Customer Agreement") relating to the Project with Member Utility's participating retail customers ("Participating Customers").

G. Under the PPA, WPPI has certain rights to purchase the Project from the Solar Project Vendor, in which case WPPI would become the owner of the Project and Solar Project Vendor will assign to WPPI and WPPI would assume from the Solar Project Vendor all rights and obligations of the Solar Project Vendor under the Site Agreement.

H. The Parties desire to enter into this Agreement to set out rights and obligations, as among the Parties, relating to the Project.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals that are incorporated into and made a part of this Agreement, the promises, covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties promise, covenant and agree as follows:

1. Term. The term of this Agreement ("Term") shall commence on the Effective Date and, unless earlier terminated pursuant to the terms and conditions hereof, shall continue for a period ending twenty (20) years after the date of first commercial operation of the Project (the "Commercial Operations Date"), as determined by WPPI. WPPI shall provide written notice to the Member and the Member Utility of the Commercial Operations Date promptly after its occurrence. The Parties acknowledge that if WPPI takes assignment of the Site Agreement from the Solar Project Vendor, then the term of the Site Agreement shall extend for the life of the Project and WPPI will continue to have all of the rights set forth in the Site Agreement following the expiration of the Term of this Agreement.

2. Collection and Use of Customer Subscription Funds; Credits.

(a) Collection and Use of Customer Funds. Pursuant to the Tariff and the terms of the Customer Agreements, Member Utility will collect subscription fees from Participating Customers (the "Customer Subscription Funds"). Promptly after receipt thereof, Member Utility will transfer to WPPI the Customer Subscription Funds and such related information as WPPI may require, including, without limitation, the participation level of the individual Participating Customers associated with such Customer Subscription Funds. The Parties acknowledge and agree that the Customer Subscription Funds shall be used by WPPI solely for purposes of funding the marketing, construction, operation, maintenance and removal of the Project. If the Project does not reach commercial operation and the PPA is terminated with respect to the Project, WPPI will promptly return all Customer Subscription Funds received by WPPI pursuant to this Section 2(a) to Member Utility, and Member Utility shall return such Customer Subscription Funds to the Participating Customers as required by the Customer Agreements and the Tariff.

(b) Resold Interests. The Parties acknowledge that the Tariff provides that in certain circumstances Participating Customers (a "Reselling Customer") may resell their subscription interest in the Project (a "Resold Interest") to Member Utility. In the event the Member Utility receives a Resold Interest, WPPI shall transfer to Member Utility an amount equal to the amount due from the Member Utility to the Reselling Customer with respect to the Resold Interest pursuant to the Tariff (the "Resale Funds"). Member Utility shall, promptly after receipt thereof from WPPI, remit the Resale Funds to the Reselling Customer.

(c) Monthly Credit; Customer Credits. WPPI will, pursuant to the terms and conditions of the PPA, meter the output of the Project. Based on the metered Project output and such other relevant information known to WPPI, each month WPPI will calculate the amount of credit (a "Monthly Credit") due to all Participating Customers in

the aggregate based on the formula set forth in the Tariff using a Rate of \$0.095 per kWh. The Monthly Credit shall be reflected on Member Utility's applicable monthly wholesale power bill from WPPI. Member Utility shall provide credits to Participating Customers on their retail electric bills pursuant to the terms of the Customer Agreements and the Tariff ("Customer Credits"). In the event the Rate set forth in the Tariff is modified to an amount in excess of \$0.095 per kWh, Member Utility shall be responsible for payment of such excess to Participating Customers.

(d) Cooperation. The Parties acknowledge that a number of circumstances including, for example, the addition of new Participating Customers, assignments of rights under Customer Agreements between Participating Customers, and excess credits "rolled over" with respect to Participating Customers' accounts, will affect the computation of Monthly Credit and Customer Credits amounts. The Parties will cooperate, share information and take such other actions as are reasonably necessary to ensure accurate allotment and disbursement of Monthly Credits and Customer Credits. Without limiting the generality of the foregoing, the Parties acknowledge that if Member Utility has received Monthly Credits in an amount more or less than Customer Credits disbursed, WPPI may adjust the amount of one or more future Monthly Credits in order to compensate for such difference.

3. Project Operation and Maintenance. WPPI shall use commercially reasonable efforts to operate and maintain or cause the Project to be operated and maintained in accordance with Prudent Utility Practice. For purposes of this Agreement, "Prudent Utility Practice" means any applicable practices, methods and acts engaged in or approved by a significant portion of the electric utility industry in the United States of America during the relevant time period, or the practices, methods and acts which, in the exercise of reasonable judgment by a prudent utility operator in light of the facts known or which should reasonably have been known at the time the decision was made, could have been expected to accomplish the desired result consistent with good business practices, reliability, safety, economy, expedition and the requirements of any governmental, regulatory, judicial or other applicable authority having jurisdiction. "Prudent Utility Practice" is not intended to be limited to the optimum practice, method or act to the exclusion of all others, but rather to the acceptable practices, methods or acts generally accepted by the electric utility industry in the United States of America.

4. Interconnection Agreement. The Parties acknowledge that Member Utility and the Solar Project Vendor will enter into an agreement governing the interconnection of the Project and Member Utility's distribution system (the "Interconnection Agreement"). If WPPI purchases the Project from the Solar Project Vendor, Member Utility shall permit the assignment of the Interconnection Agreement from the Solar Project Vendor to WPPI or, at the option of WPPI, Member Utility shall enter into a new Interconnection Agreement with WPPI under terms substantially similar to the Interconnection Agreement with the Solar Project Vendor. Member Utility shall provide WPPI with copies of any notice sent or received by Member Utility in connection with the Interconnection Agreement with the Solar Project Vendor promptly after Member Utility sends or receives the same.

5. Compliance with Project Agreements. WPPI, Member and Member Utility agree to fully perform their obligations under the PPA, the Site Agreement and the Customer Agreements, respectively, with respect to the Project.

6. Publicity. Member and Member Utility will cooperate with WPPI with respect to public communications regarding the Project. Without limiting the generality of the foregoing, Member and Member Utility shall consult with WPPI in advance of releasing any marketing materials or placing any signage relating to the Project. In addition, the Parties acknowledge that in connection with the Parties' respective obligations under this Agreement and the construction and operation of the Project, it is possible that WPPI will be required to share certain information with Member and Member Utility that WPPI must keep confidential under the PPA ("Confidential Information"). Member and Member Utility shall maintain all such Confidential Information as confidential and shall not disclose any part thereof to any third party, except (a) as otherwise first approved in writing by WPPI, or (b) to the extent required to comply with applicable laws, legal or regulatory process, provided that Member or Member Utility, as applicable, shall notify WPPI prior to such disclosure.

7. Site Agreement.

(a) No Amendment. Member shall not agree to amend, modify or terminate the Site Agreement without the prior written consent of WPPI, which shall not be unreasonably withheld.

(b) Assignment to WPPI. Member acknowledges and agrees that the Site Agreement permits assignment of the Solar Project Vendor's rights and obligations to WPPI without Member's consent. In the event the Solar Project Vendor assigns to WPPI and WPPI assumes from Solar Project Vendor the rights and obligations of Solar Project Vendor under the Site Agreement, Member agrees that (i) WPPI shall not be responsible for any obligations or liabilities under the Site Agreement arising from and relating to the period of time prior to the effective date of such assignment and assumption, and (ii) upon WPPI's request, Member shall execute a new or amended memorandum of the Site Agreement that identifies WPPI as a party to the Site Agreement and includes such other information as WPPI requires, which memorandum may, at WPPI's election, be recorded in the real property records where the Project is located.

(c) Access to Site. To the extent permitted by the Site Agreement, Member shall allow WPPI and its employees, agents, representatives and invitees access to the Project at all times.

(d) Right to Cure. Member acknowledges that the terms of the Site Agreement provide WPPI with the right to cure any breach or default of Member thereunder (a "Site Agreement Default"). Member agrees that WPPI may, but shall have no obligation to, cure any Site Agreement Default and/or remedy any set of circumstances that are reasonably likely (as determined by WPPI) to result in a Site Agreement Default (including, without limitation, circumstances that would result in a Site Agreement Default but for the passage of time or the giving of notice). If WPPI elects to cure any actual Site Agreement Default and/or remedy any set of circumstances

that are reasonably likely to result in a Site Agreement Default, Member will (a) cooperate with WPPI in connection therewith, and (b) reimburse WPPI, upon demand, for all costs and expenses, including without limitation attorneys' fees, incurred by WPPI in connection with performing such actions. Member shall provide WPPI with copies of any notice sent or received by Member in connection with the Site Agreement promptly after Member sends or receives the same.

8. Default and Remedies.

(a) Upon the occurrence of any Event of Default (hereinafter defined), in addition to all remedies available at law or in equity, the non-defaulting party ("Non-Defaulting Party") shall have the right to terminate this Agreement upon notice to the other Parties. An "Event of Default" shall mean, at the option of the Non-Defaulting Party, the occurrence of any one or more of the following:

(i) Payment Default. A Party fails to pay any amount due hereunder, and that failure is not cured within the time period (in no event shorter than ten (10) days) specified in a notice thereof given by the Non-Defaulting Party;

(ii) Non-Payment Default. A Party fails to perform or observe any term, covenant, agreement or obligation set forth herein and that failure is not cured within the time period (in no event shorter than thirty (30) days) specified in a notice thereof given by the Non-Defaulting Party; or

(iii) Cross-Default. A Party defaults under the Site Agreement, the Interconnection Agreement or a Customer Agreement.

(b) Notwithstanding anything to the contrary herein, Member and Member Utility shall not have the right to declare an Event of Default or terminate this Agreement and shall take no other action (including, without limitation, pursuing any remedy at law or in equity) that would adversely affect the Project or any of the agreements and arrangements related thereto as a result of the default or breach of the other under this Agreement. For the avoidance of doubt and for example purposes only, if Member Utility shall fail to observe an obligation required under this Agreement and Member shall provide notice thereof to Member Utility, no Event of Default shall have occurred unless and until WPPI, in its sole discretion, provides notice thereof to Member pursuant to Section 8(a) above.

(c) The Parties agree that monetary damages alone may be inadequate to compensate a Non-Defaulting Party in connection with an Event of Default. Each Party accordingly agrees that in the case of an Event of Default, the Non-Defaulting Party will be entitled to specific performance and other equitable relief by way of an order granting an injunction or otherwise, which specific performance or other equitable relief will be granted without bond or proof of damages and in addition to any other remedies that may be available at law or in equity.

9. Miscellaneous.

(a) Binding Effect. The Parties agree that this Agreement shall be binding upon and inure to the benefit of their respective successors in interest and assigns, provided however, no Party may assign or transfer its interest or obligations hereunder without the prior written consent of the others, which consent will not be unreasonably withheld.

(b) Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by and interpreted in accordance with the laws of the State of Wisconsin. The Parties acknowledge and agree that a court of competent jurisdiction located in Dane County, Wisconsin will have exclusive jurisdiction in an action or proceeding arising under or relating to this Agreement.

(c) Notices. Any notice or communication allowed or required under this Agreement shall be made in writing addressed to the Parties as follows and shall be deemed given and received when delivered personally or via facsimile, one (1) business day after being sent by nationally recognized overnight delivery service, or three (3) days after being mailed U.S. certified mail, postage prepaid:

To WPPI: WPPI Energy
Attn: Vice President – Energy Services
1425 Corporate Center Drive
Sun Prairie, WI 53590
Facsimile: 608-837-0274

With a copy to: WPPI Energy
Attn: General Counsel
1425 Corporate Center Drive
Sun Prairie, WI 53590
Fax: (608) 825-1727

To Member: _____

Facsimile: _____

To Member Utility: _____

Facsimile: _____

Any Party may change its notice address by delivering written notice to the other Parties.

(d) No Waivers. The failure of a Party at any time to require performance or observance by any Party of any term or condition of this Agreement or the waiver of any

succeeding breach of a term or condition, or waiver of the term or condition itself shall not affect the full right to require such performance or observance at any subsequent time.

(e) Headings. The headings of the sections of this Agreement have been inserted for reference and convenience only and shall not be deemed to be a part of this Agreement.

(f) Amendment. Neither this Agreement nor any provision of this Agreement may be modified or terminated except by an instrument in writing signed by all of the Parties.

(g) Integration. This Agreement, together with the exhibits attached hereto, constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes and cancels and all other agreements between the Parties with respect to the subject matter hereof.

(h) Further Assurances. The Parties agree to execute and deliver such further documents as may be reasonably requested by any Party to effectuate the purposes of this Agreement.

(i) Severability. If any provision of this Agreement or any application of that provision is declared by a court of competent jurisdiction to be invalid or unenforceable, that invalidity or unenforceability shall not affect any other application of that provision nor the balance of the provisions of this Agreement which shall, to the fullest extent possible, remain in full force and effect, and such court shall reform such unenforceable provision so as to give the maximum permissible effect to the intentions of the parties as expressed therein.

(j) Force Majeure. If, as a result of an event of Force Majeure (hereinafter defined), any Party is rendered wholly or partly unable to perform its obligations under this Agreement, that Party shall be excused from that portion of its performance that is prevented by such Force Majeure event to the extent so prevented. A Party claiming Force Majeure shall provide prompt written notice thereof to the other Parties and shall exercise commercially reasonable efforts to eliminate or mitigate the effects of the Force Majeure condition. "Force Majeure" means any cause or occurrence beyond the reasonable control of and without the fault or negligence of the Party claiming Force Majeure which causes the Party to be unable to, or otherwise materially impairs its ability to, perform its obligations hereunder and which by the exercise of reasonable foresight such Party could not have been reasonably expected to avoid and could not have been prevented or avoided by such Party through the exercise of reasonable diligence.

(k) Liability Limitation. Neither WPPI nor its officers, directors, members, employees, representatives or agents (collectively, "Agents") shall be liable to Member, Member Utility or their respective Agents for damages of any kind in relation to this Agreement except to the extent caused by WPPI's willful, material breach of this Agreement. Moreover, in the event of WPPI's willful, material breach of this Agreement, WPPI SHALL NOT BE LIABLE TO MEMBER, MEMBER UTILITY OR THEIR

RESPECTIVE AGENTS FOR ANY DAMAGES OF ANY SORT OTHER THAN DIRECT, ACTUAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE OR OTHER DAMAGES, WHETHER BASED UPON CONTRACT, TORT OR OTHER CLAIM.

(l) Indemnification. Member and Member Utility, as applicable, shall indemnify, hold harmless and defend WPPI and all of its officers, agents and employees from and against any and all liabilities, costs, damages, claims, settlements, charges and fees (including attorneys' fees), fines, penalties, judgments or losses, including interest thereon, that, are imposed on, incurred by, or asserted against WPPI or its Agents in any manner by a third party in the performance of this Agreement (collectively, "Liabilities"); and:

(i) incurred for or by reason of the violation by Member, Member Utility or any of their respective Agents of any ordinance, regulation, rule or law of any political subdivision or duly constituted public authority or other entity having jurisdiction over WPPI, Member, Member Utility or this Agreement; or

(ii) caused by or arising directly or indirectly out of any actions or omissions of Member, Member Utility or their respective Agents including, without limitation, negligence or breach of a contract with a third party.

Except to the extent resulting from WPPI's willful, material breach of this Agreement, WPPI shall have no obligation to indemnify, hold harmless or defend Member or Member Utility from or against any Liabilities and Member and Member Utility hereby fully and forever waives all rights thereto.

(m) No Waiver of Liability Limits. Nothing in this Agreement shall constitute a waiver by any Party of any of its rights under Section 893.80 of the Wisconsin Statutes or similar limits on municipal liability.

(n) Authorization. Each Party represents and warrants that the individual executing this Agreement on behalf of such Party is authorized to do so, and further represents that such Party has obtained all necessary consents and approvals to enter into and perform all of its obligations under this Agreement.

(o) Execution. The Parties may execute this Agreement in any number of counterparts, all of which when executed and delivered will have the effect of an original. Facsimile or other electronic signatures will bear the same legal import as original signatures on one document.

[Signature Page Follows]

In witness whereof, the Parties have caused this Agreement to be executed as of the date first written above.

WPPI ENERGY

By:

Print name: _____
Title: _____

[Member]

By:

Print name: _____
Title: _____

[Member Utility]

By:

Print name: _____
Title: _____

EXHIBIT A
Project Description



CMAR Report Year **2014**

COMPLIANCE MAINTENANCE RESOLUTION

#08052015

Resolved that the **City of New Richmond** informs the Wisconsin Department of Natural Resources that the following actions were taken by the **Utility Commission**.

1. Review the Compliance Maintenance Annual Report, which is attached to this resolution.
2. Set forth the following actions necessary to maintain effluent requirements Contained in the WPDES Permit:

(a) No Action was taken.

Passed by a unanimous vote of the Utility Commission on **August 5, 2015**.

Mike Darrow
Utility Manager

Tanya Reigel
Clerk

2014 Compliance Maintenance Annual Report

INFLUENT

Yearly monthly average flow 745,966 gal. per day

Yearly monthly average B.O.D. : 1357 lbs per day

90% of design flow is 882,000 gals per day; we are at 76% of capacity

90 % of design B.O.D. loading is 1944 lbs per day, we are at 63 % of capacity

Effluent

B.O.D. monthly average 7.3 mg/l

B.O.D. permit is 27mg/l during winter and 23.4 mg/l during summer

Total Suspended Solids monthly average 6.58 mg/l

Total suspended Solids permit is 27mg/l winter and 23.4 mg/l summer

Ammonia monthly average 2.304 mg/l

Permit monthly average 16 mg/l

Phosphorus monthly average .51mg/l

Permit limit 1.0 mg/l

Financial

Replacement Fund balance at end of 2013: \$328,513.73

Additions in 2014: \$44,954.90

Subtractions in 2014: \$23,063 (new Vaughen mixing pump for digester storage tank)

Balance at end of 2014: \$350,405.63

Required: \$42,000

Compliance Maintenance Annual Report

New Richmond Wastewater Treatment Facility

Last Updated: Reporting For:

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2014

Influent Flow and Loading

1. Monthly Average Flows and (C)BOD Loadings

1.1 Verify the following monthly flows and (C)BOD loadings to your facility.

Outfall No. 701	Influent Monthly Average Flow, MGD	x	Influent Monthly Average (C)BOD Concentration mg/L	x	8.34	=	Influent Monthly Average (C)BOD Loading, lbs/day
January	0.6027	x	273	x	8.34	=	1,373
February	0.7300	x	231	x	8.34	=	1,404
March	0.8846	x	188	x	8.34	=	1,383
April	0.8059	x	213	x	8.34	=	1,435
May	0.7327	x	217	x	8.34	=	1,324
June	0.8711	x	200	x	8.34	=	1,451
July	0.8061	x	194	x	8.34	=	1,304
August	0.7391	x	196	x	8.34	=	1,206
September	0.7684	x	195	x	8.34	=	1,247
October	0.6938	x	232	x	8.34	=	1,345
November	0.6608	x	251	x	8.34	=	1,383
December	0.6564	x	260	x	8.34	=	1,426

2. Maximum Month Design Flow and Design (C)BOD Loading

2.1 Verify the design flow and loading for your facility.

Design	Design Factor	x	%	=	% of Design
Max Month Design Flow, MGD	.98	x	90	=	0.882
		x	100	=	.98
Design (C)BOD, lbs/day	2160	x	90	=	1944
		x	100	=	2160

2.2 Verify the number of times the flow and (C)BOD exceeded 90% or 100% of design, points earned, and score:

	Months of Influent	Number of times flow was greater than 90% of	Number of times flow was greater than 100% of	Number of times (C)BOD was greater than 90% of design	Number of times (C)BOD was greater than 100% of design
January	1	0	0	0	0
February	1	0	0	0	0
March	1	1	0	0	0
April	1	0	0	0	0
May	1	0	0	0	0
June	1	0	0	0	0
July	1	0	0	0	0
August	1	0	0	0	0
September	1	0	0	0	0
October	1	0	0	0	0
November	1	0	0	0	0
December	1	0	0	0	0
Points per each		2	1	3	2
Exceedances		1	0	0	0
Points		2	0	0	0
Total Number of Points					2

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3. Flow Meter

3.1 Was the influent flow meter calibrated in the last year?

☒ Yes

Enter last calibration date (MM/DD/YYYY) 04/10/2015

☐ No

If No, please explain:

4. Sewer Use Ordinance

4.1 Did your community have a sewer use ordinance that limited or prohibited the discharge of excessive conventional pollutants ((C)BOD, SS, or pH) or toxic substances to the sewer from industries, commercial users, hauled waste, or residences?

☒ Yes

☐ No

If No, please explain:

4.2 Was it necessary to enforce the ordinance?

☐ Yes

☒ No

If Yes, please explain:

5. Septage Receiving

5.1 Did you have requests to receive septage at your facility?

Septic Tanks

Holding Tanks

Grease Traps

☐ Yes

☐ Yes

☐ Yes

☒ No

☒ No

☒ No

5.2 Did you receive septage at your facility? If yes, indicate volume in gallons.

Septic Tanks

☐ Yes

gallons

☒ No

Holding Tanks

☐ Yes

gallons

☒ No

Grease Traps

☐ Yes

gallons

☒ No

5.2.1 If yes to any of the above, please explain if plant performance is affected when receiving any of these wastes.

6. Pretreatment

6.1 Did your facility experience operational problems, permit violations, biosolids quality concerns, or hazardous situations in the sewer system or treatment plant that were attributable to commercial or industrial discharges in the last year?

☐ Yes

☒ No

If yes, describe the situation and your community's response.

6.2 Did your facility accept hauled industrial wastes, landfill leachate, etc.?

☐ Yes

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New Richmond Wastewater Treatment Facility

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- No

If yes, describe the types of wastes received and any procedures or other restrictions that were in place to protect the facility from the discharge of hauled industrial wastes.

--

Total Points Generated	2
Score (100 - Total Points Generated)	98
Section Grade	A

Compliance Maintenance Annual Report

New Richmond Wastewater Treatment Facility

Last Updated: Reporting For:

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Effluent Quality and Plant Performance (BOD/CBOD)

1. Effluent (C)BOD Results

1.1 Verify the following monthly average effluent values, exceedances, and points for BOD or CBOD

Outfall No. 001	Monthly Average Limit (mg/L)	90% of Permit Limit > 10 (mg/L)	Effluent Monthly Average (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance	90% Permit Limit Exceedance
January	30	27	10	1	0	0
February	30	27	10	1	0	0
March	30	27	9	1	0	0
April	30	27	10	1	0	0
May	26	23.4	7	1	0	0
June	26	23.4	7	1	0	0
July	26	23.4	4	1	0	0
August	26	23.4	5	1	0	0
September	26	23.4	6	1	0	0
October	26	23.4	7	1	0	0
November	30	27	6	1	0	0
December	30	27	7	1	0	0

* Equals limit if limit is ≤ 10

Months of discharge/yr	12		
Points per each exceedance with 12 months of discharge		7	3
Exceedances		0	0
Points		0	0
Total number of points			0

NOTE: For systems that discharge intermittently to state waters, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge. Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is $12/6 = 2.0$

1.2 If any violations occurred, what action was taken to regain compliance?

2. Flow Meter Calibration

2.1 Was the effluent flow meter calibrated in the last year?

☒ Yes

Enter last calibration date (MM/DD/YYYY)

4/10/2015

☐ No

If No, please explain:

3. Treatment Problems

3.1 What problems, if any, were experienced over the last year that threatened treatment?

no problems.

4. Other Monitoring and Limits

4.1 At any time in the past year was there an exceedance of a permit limit for any other pollutants such as chlorides, pH, residual chlorine, fecal coliform, or metals?

☐ Yes

☒ No

If Yes, please explain:

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<div><div></div><p>4.2 At any time in the past year was there a failure of an effluent acute or chronic whole effluent toxicity (WET) test?</p><p><input type="radio"/> Yes</p><p><input checked="" type="radio"/> No</p><p>If Yes, please explain:</p><div></div><p>4.3 If the biomonitoring (WET) test did not pass, were steps taken to identify and/or reduce source(s) of toxicity?</p><p><input type="radio"/> Yes</p><p><input type="radio"/> No</p><p><input checked="" type="radio"/> N/A</p><p>Please explain unless not applicable:</p><div></div></div>

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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New Richmond Wastewater Treatment Facility

Last Updated: Reporting For:

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2014

Effluent Quality and Plant Performance (Total Suspended Solids)

1. Effluent Total Suspended Solids Results

1.1 Verify the following monthly average effluent values, exceedances, and points for TSS:

Outfall No. 001	Monthly Average Limit (mg/L)	90% of Permit Limit >10 (mg/L)	Effluent Monthly Average (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance	90% Permit Limit Exceedance
January	30	27	10	1	0	0
February	30	27	7	1	0	0
March	30	27	7	1	0	0
April	30	27	6	1	0	0
May	26	23.4	5	1	0	0
June	26	23.4	7	1	0	0
July	26	23.4	5	1	0	0
August	26	23.4	5	1	0	0
September	26	23.4	6	1	0	0
October	26	23.4	7	1	0	0
November	30	27	6	1	0	0
December	30	27	8	1	0	0

* Equals limit if limit is ≤ 10

Months of Discharge/yr	12		
Points per each exceedance with 12 months of discharge:		7	3
Exceedances		0	0
Points		0	0
Total Number of Points		0	

NOTE: For systems that discharge intermittently to state waters, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge.

Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is $12/6 = 2.0$

1.2 If any violations occurred, what action was taken to regain compliance?

No problems

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Effluent Quality and Plant Performance (Ammonia - NH3)

1. Effluent Ammonia Results

1.1 Verify the following monthly and weekly average effluent values, exceedances and points for NH3

Outfall No. 001	Monthly Average NH3 Limit (mg/L)	Weekly Average NH3 Limit (mg/L)	Effluent Monthly Average NH3 (mg/L)	Monthly Permit Limit Exceed ance	Effluent Weekly Average for Week 1	Effluent Weekly Average for Week 2	Effluent Weekly Average for Week 3	Effluent Weekly Average for Week 4	Weekly Permit Limit Exceed ance
January	16		4.082727	273 0					
February	16		7.8445	0					
March	16		8.67	0					
April	17		4.81	0					
May	17		.667142857	0					
June	18		.679090909	0					
July	18		.114782609	0					
August	18		.037142857	0					
September	18		.178636364	0					
October	16		.175	0					
November	16		.073333333	0					
December	16		.314782609	0					
Points per each exceedance of Monthly average:									10
Exceedances, Monthly:									0
Points:									0
Points per each exceedance of weekly average (when there is no monthly average):									2.5
Exceedances, Weekly:									0
Points:									0
Total Number of Points									0

NOTE: Limit exceedances are considered for monthly OR weekly averages but not both. When a monthly average limit exists it will be used to detect exceedances and generate points. This will be true even if a weekly limit also exists. When a weekly average limit exists and a monthly limit does not exist, the weekly limit will be used to detect exceedances and generate points.

1.2 If any violations occurred, what action was taken to regain compliance?

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Effluent Quality and Plant Performance (Phosphorus)

1. Effluent Phosphorus Results

1.1 Verify the following monthly average effluent values, exceedances, and points for Phosphorus

Outfall No. 001	Monthly Average phosphorus Limit (mg/L)	Effluent Monthly Average phosphorus (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance
January	1	0.5	1	0
February	1	0.4	1	0
March	1	0.5	1	0
April	1	0.3	1	0
May	1	0.4	1	0
June	1	0.7	1	0
July	1	0.6	1	0
August	1	0.5	1	0
September	1	0.6	1	0
October	1	0.6	1	0
November	1	0.5	1	0
December	1	0.5	1	0
Months of Discharge/yr			12	
Points per each exceedance with 12 months of discharge:				10
Exceedances				0
Total Number of Points				0

0

NOTE: For systems that discharge intermittently to waters of the state, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge.

Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is $12/6 = 2.0$

1.2 If any violations occurred, what action was taken to regain compliance?

--

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Biosolids Quality and Management

1. Biosolids Use/Disposal

1.1 How did you use or dispose of your biosolids? (Check all that apply)

- ☐ Land applied under your permit
☐ Publicly Distributed Exceptional Quality Biosolids
☒ Hauled to another permitted facility
☐ Landfilled
☐ Incinerated
☐ Other

NOTE: If you did not remove biosolids from your system, please describe your system type such as lagoons, reed beds, recirculating sand filters, etc.

1.1.1 If you checked Other, please describe:

2. Land Application Site

2.1 Last Year's Approved and Active Land Application Sites

2.1.1 How many acres did you have?

143 acres

2.1.2 How many acres did you use?

acres

2.2 If you did not have enough acres for your land application needs, what action was taken?

2.3 Did you overapply nitrogen on any of your approved land application sites you used last year?

☐ Yes (30 points)

☒ No

2.4 Have all the sites you used last year for land application been soil tested in the previous 4 years?

☐ Yes

☐ No (10 points)

☒ N/A

3. Biosolids Metals

Number of biosolids outfalls in your WPDES permit:

3.1 For each outfall tested, verify the biosolids metal quality values for your facility during the last calendar year.

Outfall No. 002 - SLUDGE TO THE WCWBF

Parameter	80% of Limit	H.Q. Limit	Ceiling Limit	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	80% Value	High Quality	Ceiling
Arsenic								1.9									0	0
Cadmium								<1.8									0	0
Copper								138									0	0
Lead								<18.4									0	0
Mercury								1									0	0
Molybdenum								10.5								0		0
Nickel								<4.9								0		0
Selenium								2.9								0		0
Zinc								229									0	0

3.1.1 Number of times any of the metals exceeded the high quality limits OR 80% of the limit for molybdenum, nickel, or selenium = 0

Exceedence Points

☒ 0 (0 Points)

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☐ 1-2 (10 Points)

☐ > 2 (15 Points)

3.1.2 If you exceeded the high quality limits, did you cumulatively track the metals loading at each land application site? (check applicable box)

☐ Yes

☐ No (10 points)

● N/A - Did not exceed limits or no HQ limit applies (0 points)

☐ N/A - Did not land apply biosolids until limit was met (0 points)

3.1.3 Number of times any of the metals exceeded the ceiling limits = 0

Exceedence Points

● 0 (0 Points)

☐ 1 (10 Points)

☐ > 1 (15 Points)

3.1.4 Were biosolids land applied which exceeded the ceiling limit?

☐ Yes (20 Points)

● No (0 Points)

3.1.5 If any metal limit (high quality or ceiling) was exceeded at any time, what action was taken? Has the source of the metals been identified?

0

4. Pathogen Control (per outfall):

4.1 Verify the following information. If any information is incorrect, Contact Us.

Outfall Number:	
Biosolids Class:	
Bacteria Type and Limit:	
Sample Dates:	-
Density:	
Sample Concentration Amount:	
Requirement Met:	No
Land Applied:	No
Process:	
Process Description:	

0

4.2 If exceeded Class B limit or did not meet the process criteria at the time of land application.

4.2.1 Was the limit exceeded or the process criteria not met at the time of land application?

☐ Yes (40 Points)

● No

If yes, what action was taken?

5. Vector Attraction Reduction (per outfall):

5.1 Verify the following information. If any of the information is incorrect, Contact Us.

Outfall Number:	
Method Date:	
Option Used To Satisfy Requirement:	
Requirement Met:	No
Land Applied:	No
Limit (if applicable):	
Results (if applicable):	

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5.2 Was the limit exceeded or the process criteria not met at the time of land application? ○ Yes (40 Points) ● No If yes, what action was taken? <div></div>	0
6. Biosolids Storage 6.1 How many days of actual, current biosolids storage capacity did your wastewater treatment facility have either on-site or off-site? ● >= 180 days (0 Points) ○ 150 - 179 days (10 Points) ○ 120 - 149 days (20 Points) ○ 90 - 119 days (30 Points) ○ < 90 days (40 Points) ○ N/A (0 Points) 6.2 If you checked N/A above, explain why. <div></div>	0
7. Issues 7.1 Describe any outstanding biosolids issues with treatment, use or overall management: <div>No problems</div>	

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

New Richmond Wastewater Treatment Facility

Last Updated: Reporting For:

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2014

Staffing and Preventative Maintenance (All Treatment Plants)

1. Plant Staffing

1.1 Was your wastewater treatment plant adequately staffed last year?

☒ Yes

☐ No

If No, please explain:

Could use more help/staff for:

1.2 Did your wastewater staff have adequate time to properly operate and maintain the plant and fulfill all wastewater management tasks including recordkeeping?

☒ Yes

☐ No

If No, please explain:

2. Preventative Maintenance

2.1 Did your plant have a documented AND implemented plan for preventative maintenance on major equipment items?

☒ Yes (Continue with question 2)

☐ No (40 points)

If No, please explain, then go to question 3:

2.2 Did this preventative maintenance program depict frequency of intervals, types of lubrication, and other tasks necessary for each piece of equipment?

☒ Yes

☐ No (10 points)

2.3 Were these preventative maintenance tasks, as well as major equipment repairs, recorded and filed so future maintenance problems can be assessed properly?

☒ Yes

☐ Paper file system

☐ Computer system

☒ Both paper and computer system

☐ No (10 points)

0

3. O&M Manual

3.1 Does your plant have a detailed O&M Manual that can be used as a reference when needed?

☒ Yes

☐ No

4. Overall Maintenance /Repairs

4.1 Rate the overall maintenance of your wastewater plant.

☒ Excellent

☐ Very good

☐ Good

☐ Fair

☐ Poor

Describe your rating:

Plant maintenance preformed when scheduled and equipment kept in good operating condition.

Compliance Maintenance Annual Report

New Richmond Wastewater Treatment Facility

Last Updated: Reporting For:
7/20/2015 2014

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

New Richmond Wastewater Treatment Facility

Last Updated: Reporting For:

7/20/2015

2014

Operator Certification and Education

1. Operator-In-Charge

1.1 Did you have a designated operator-in-charge during the report year?

- Yes (0 points)
- No (20 points)

Name

Certification No:

0

2. Certification Requirements

2.1 In accordance with Chapter NR 114.08 and 114.09, Wisconsin Administrative Code, what grade and subclass(es) were required for the operator-in-charge to operate the wastewater treatment plant and what grade and subclass(es) were held by the operator-in-charge?

Required:

Held:

0

2.2 Was the operator-in-charge certified at the appropriate level to operate this plant?

- Yes (0 points)
- No (20 points)

3. Succession Planning

3.1 In the event of the loss of your designated operator-in-charge, did you have a contingency plan to ensure the continued proper operation and maintenance of the plant that includes one or more of the following options (check all that apply)?

- ☒ One or more additional certified operators on staff
- ☐ An arrangement with another certified operator
- ☐ An arrangement with another community with a certified operator
- ☐ An operator on staff who has an operator-in-training certificate for your plant and is expected to be certified within one year
- ☐ A consultant to serve as your certified operator
- ☐ None of the above (20 points)

If "None of the above" is selected, please explain:

0

4. Continuing Education Credits

4.1 If you had a designated operator-in-charge, was the operator-in-charge earning Continuing Education Credits at the following rates?

Grades T, 1, and 2:

- Averaging 6 or more CECs per year.
- Averaging less than 6 CECs per year.

Grades 3 and 4:

- Averaging 8 or more CECs per year.
- Averaging less than 8 CECs per year.

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

New Richmond Wastewater Treatment Facility

Last Updated: Reporting For:

7/20/2015

2014

Financial Management

1. Provider of Financial Information

Name:

Telephone:

(XXX) XXX-XXXX

E-Mail Address (optional):

2. Treatment Works Operating Revenues

2.1 Are User Charges or other revenues sufficient to cover O&M expenses for your wastewater treatment plant AND/OR collection system ?

- ☒ Yes (0 points)
- ☐ No (40 points)

If No, please explain:

2.2 When was the User Charge System or other revenue source(s) last reviewed and/or revised?

Year:

- ☒ 0-2 years ago (0 points)
- ☐ 3 or more years ago (20 points)
- ☐ N/A (private facility)

2.3 Did you have a special account (e.g., CWFP required segregated Replacement Fund, etc.) or financial resources available for repairing or replacing equipment for your wastewater treatment plant and/or collection system?

- ☒ Yes (0 points)
- ☐ No (40 points)

0

REPLACEMENT FUNDS [PUBLIC MUNICIPAL FACILITIES SHALL COMPLETE QUESTION 3]

3. Equipment Replacement Funds

3.1 When was the Equipment Replacement Fund last reviewed and/or revised?

Year:

- ☒ 1-2 years ago (0 points)
- ☐ 3 or more years ago (20 points)
- ☐ N/A

If N/A, please explain:

3.2 Equipment Replacement Fund Activity

3.2.1 Ending Balance Reported on Last Year's CMAR

\$

3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)

\$

3.2.3 Adjusted January 1st Beginning Balance

\$

3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)

+ \$

3.2.5 Subtractions from Fund (e.g., equipment replacement, major repairs - use description box 3.2.6.1 below*)

- \$

3.2.6 Ending Balance as of December 31st for CMAR Reporting Year

\$

Compliance Maintenance Annual Report

New Richmond Wastewater Treatment Facility

Last Updated: Reporting For:

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2014

All Sources: This ending balance should include all Equipment Replacement Funds whether held in a bank account(s), certificate(s) of deposit, etc.

3.2.6.1 Indicate adjustments, equipment purchases, and/or major repairs from 3.2.5 above.

Vaughen model 5200 mixing pump for sludge storage.

3.3 What amount should be in your Replacement Fund? \$ 42,000.00

Please note: If you had a CWWP loan, this amount was originally based on the Financial Assistance Agreement (FAA) and should be regularly updated as needed. Further calculation instructions and an example can be found by clicking the HELP link under Info in the left-side menu.

3.3.1 Is the December 31 Ending Balance in your Replacement Fund above, (#3.2.6) equal to, or greater than the amount that should be in it (#3.3)?

● Yes

○ No

If No, please explain.

0

4. Future Planning

4.1 During the next ten years, will you be involved in formal planning for upgrading, rehabilitating, or new construction of your treatment facility or collection system?

● Yes - If Yes, please provide major project information, if not already listed below.

○ No

Project #	Project Description	Estimated Cost	Approximate Construction Year
1	Main Lift Station upgrade possible pump replacement	200000	2016
2	Main lift station, replace the wear rings and brushes on the Huber fine screen	15,000	2015

5. Financial Management General Comments

--

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

New Richmond Wastewater Treatment Facility

Last Updated: Reporting For:

7/20/2015

2014

Sanitary Sewer Collection Systems

1. CMOM Program

1.1 Do you have a Capacity, Management, Operation & Maintenance (CMOM) requirement in your WPDES permit?

☐ Yes

☒ No

1.2 Did you have a documented (written records/files, computer files, video tapes, etc.) sanitary sewer collection system operation & maintenance (O&M) or CMOM program last calendar year?

☒ Yes (Continue with question 1)

☐ No (30 points) (Go to question 2)

1.3 Check the elements listed below that are included in your O&M or CMOM program.

☒ Goals

Describe the specific goals you have for your collection system:

Our goal is to continue cleaning all lines and have zero backups. Keep all lift stations maintained, keep them up to date and have no backups.

☒ Organization

Do you have the following written organizational elements (check only those that apply)?

☐ Ownership and governing body description

☐ Organizational chart

☒ Personnel and position descriptions

☒ Internal communication procedures

☒ Public information and education program

☒ Legal Authority

Do you have the legal authority for the following (check only those that apply)?

☒ Sewer use ordinance Last Revised Date (MM/DD/YYYY) 06-01-2006

☐ Pretreatment/industrial control Programs

☒ Fat, oil and grease control

☐ Illicit discharges (commercial, industrial)

☒ Private property clear water (sump pumps, roof or foundation drains, etc.)

☐ Private lateral inspections/repairs

☐ Service and management agreements

☐ Maintenance Activities (provide details in question 2)

☒ Design and Performance Provisions

How do you ensure that your sewer system is designed and constructed properly?

☒ State plumbing code

☒ DNR NR 110 standards

☒ Local municipal code requirements

☒ Construction, inspection, and testing

☐ Others:

☒ Overflow Emergency Response Plan:

Does your emergency response capability include (check only those that apply)?

☒ Alarm system and routine testing

☒ Emergency equipment

☒ Emergency procedures

☒ Communications/notifications (DNR, internal, public, media, etc.)

☒ Capacity Assurance:

How well do you know your sewer system? Do you have the following?

☒ Current and up-to-date sewer map

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New Richmond Wastewater Treatment Facility

Last Updated: Reporting For:

7/20/2015

2014

- ☒ Sewer system plans and specifications
- ☒ Manhole location map
- ☒ Lift station pump and wet well capacity information
- ☒ Lift station O&M manuals

Within your sewer system have you identified the following?

- ☒ Areas with flat sewers
- ☒ Areas with surcharging
- ☒ Areas with bottlenecks or constrictions
- ☒ Areas with chronic basement backups or SSOs
- ☒ Areas with excess debris, solids, or grease accumulation
- ☒ Areas with heavy root growth
- ☒ Areas with excessive infiltration/inflow (I/I)
- ☒ Sewers with severe defects that affect flow capacity
- ☒ Adequacy of capacity for new connections
- ☒ Lift station capacity and/or pumping problems
- ☐ Annual Self-Auditing of your O&M/CMOM Program to ensure above components are being implemented, evaluated, and re-prioritized as needed
- ☒ Special Studies Last Year (check only those that apply):
 - ☒ Infiltration/Inflow (I/I) Analysis
 - ☐ Sewer System Evaluation Survey (SSES)
 - ☒ Sewer Evaluation and Capacity Management Plan (SECAP)
 - ☒ Lift Station Evaluation Report
 - ☐ Others:

0

2. Operation and Maintenance

2.1 Did your sanitary sewer collection system maintenance program include the following maintenance activities? Complete all that apply and indicate the amount maintained.

Cleaning	<input type="text" value="100"/>	% of system/year
Root removal	<input type="text" value="100"/>	% of system/year
Flow monitoring	<input type="text" value="1"/>	% of system/year
Smoke testing	<input type="text" value="0"/>	% of system/year
Sewer line televising	<input type="text" value="17"/>	% of system/year
Manhole inspections	<input type="text" value="90"/>	% of system/year
Lift station O&M	<input type="text" value="16"/>	# per L.S./year
Manhole rehabilitation	<input type="text" value="0"/>	% of manholes rehabbed
Mainline rehabilitation	<input type="text" value="0"/>	% of sewer lines rehabbed
Private sewer inspections	<input type="text" value="2"/>	% of system/year
Private sewer I/I removal	<input type="text" value="2"/>	% of private services

Please include additional comments about your sanitary sewer collection system below:

3. Performance Indicators

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Last Updated: Reporting For:

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3.1 Provide the following collection system and flow information for the past year.

43.17	Total actual amount of precipitation last year in inches
38.6	Annual average precipitation (for your location)
70	Miles of sanitary sewer
16	Number of lift stations
0	Number of lift station failures
0	Number of sewer pipe failures
0	Number of basement backup occurrences
0	Number of complaints
.746	Average daily flow in MGD (if available)
	Peak monthly flow in MGD (if available)
	Peak hourly flow in MGD (if available)

3.2 Performance ratios for the past year:

0.00	Lift station failures (failures/year)
0.00	Sewer pipe failures (pipe failures/sewer mile/yr)
0.00	Sanitary sewer overflows (number/sewer mile/yr)
0.00	Basement backups (number/sewer mile)
0.00	Complaints (number/sewer mile)
0.0	Peaking factor ratio (Peak Monthly:Annual Daily Avg)
0.0	Peaking factor ratio (Peak Hourly:Annual Daily Avg)

4. Overflows

LIST OF SANITARY SEWER (SSO) AND TREATMENT FACILITY (TFO) OVERFLOWS REPORTED **

Date	Location	Cause	Estimated Volume (MG)
None reported			

** If there were any SSOs or TFOs that are not listed above, please contact the DNR and stop work on this section until corrected.

5. Infiltration / Inflow (I/I)

5.1 Was infiltration/inflow (I/I) significant in your community last year?

- Yes
- No

If Yes, please describe:

There was a high water table do to heavy snowfall over the winter followed by a wet spring.

5.2 Has infiltration/inflow and resultant high flows affected performance or created problems in your collection system, lift stations, or treatment plant at any time in the past year?

- Yes
- No

If Yes, please describe:

We televised an area where we thought there was a lot of infiltration causing increased pumping at a lift station. The televising showed we have an issue with cracked piping with ground water leaking in.

5.3 Explain any infiltration/inflow (I/I) changes this year from previous years:

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Last Updated: Reporting For:

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The winter had excess snowfall with no green area frost. This was followed by heavy spring rains.

5.4 What is being done to address infiltration/inflow in your collection system?

Planning to fix problem areas with 2016 street repair project.

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

New Richmond Wastewater Treatment Facility

Last Updated: Reporting For:
7/20/2015 **2014**

Grading Summary

WPDES No: 0021245

SECTIONS	LETTER GRADE	GRADE POINTS	WEIGHTING FACTORS	SECTION POINTS
Influent	A	4	3	12
BOD/CBOD	A	4	10	40
TSS	A	4	5	20
Ammonia	A	4	5	20
Phosphorus	A	4	3	12
Biosolids	A	4	5	20
Staffing/PM	A	4	1	4
OpCert	A	4	1	4
Financial	A	4	1	4
Collection	A	4	3	12
TOTALS			37	148
GRADE POINT AVERAGE (GPA) = 4				

Notes:

- A = Voluntary Range (Response Optional)
- B = Voluntary Range (Response Optional)
- C = Recommendation Range (Response Required)
- D = Action Range (Response Required)
- F = Action Range (Response Required)

Compliance Maintenance Annual Report

New Richmond Wastewater Treatment Facility

Last Updated: Reporting For:

7/20/2015

2014

Resolution or Owner's Statement

Name of Governing
Body or Owner:

City of New Richmond

Date of Resolution or
Action Taken:

Resolution Number:

ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO SPECIFIC CMAR SECTIONS (Optional for grade A or B. Required for grade C, D, or F. Regardless of grade, required for Collection Systems if SSOs were reported):

Influent Flow and Loadings: Grade = A

Effluent Quality: BOD: Grade = A

Effluent Quality: TSS: Grade = A

Effluent Quality: Ammonia: Grade = A

Effluent Quality: Phosphorus: Grade = A

Biosolids Quality and Management: Grade = A

Staffing: Grade = A

Operator Certification: Grade = A

Financial Management: Grade = A

Collection Systems: Grade = A

ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO THE OVERALL GRADE POINT AVERAGE AND ANY GENERAL COMMENTS (Optional for G.P.A. greater than or equal to 3.00, required for G.P.A. less than 3.00)

G.P.A. = 4



TO: Utility Commission

FROM: Jeremiah Wendt, Director of Public Works

DATE: July 29, 2015

Re: South Water Tower Logos

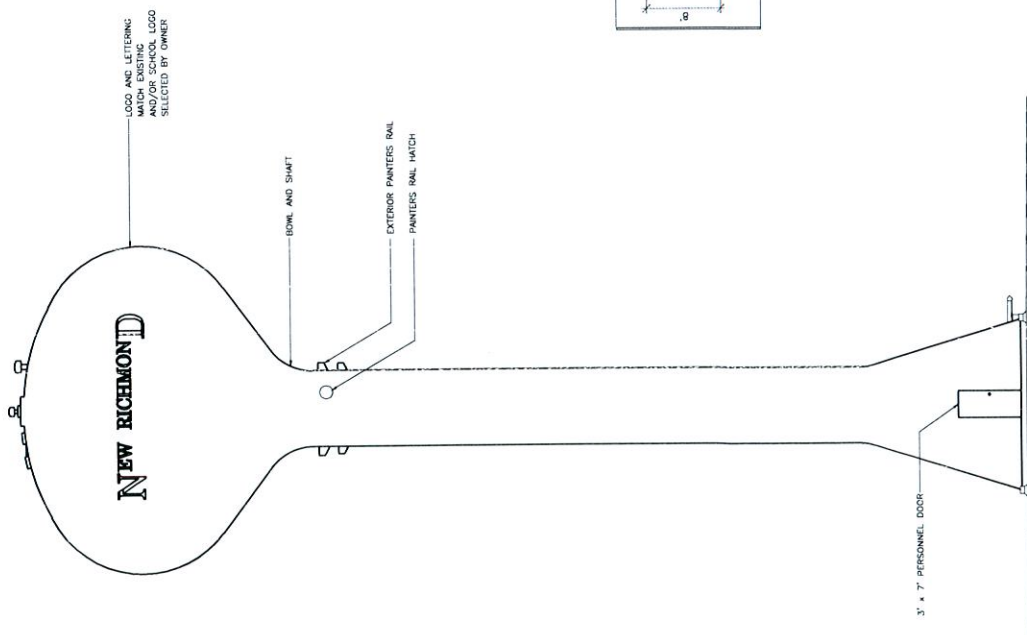
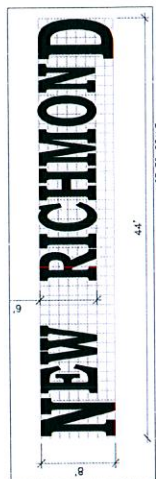
At the last meeting, Commission members expressed concern about the placement of the lettering for "New Richmond" on the south water tower, and staff were directed to look into previous action that the commission had taken. The logo issue was initially discussed at the March 4, 2015 Utility Commission meeting. Per the minutes of that meeting, "A motion was made by Bob Mullen to approve the advertising for bids for the South Water Tower Reconditioning, with the logo design as a line item, seconded by Pat Becker, and carried."

Preliminary drawings showed the existing logo locations (which were on the southeast and north sides of the tank), as well as proposed locations for both the lettering and the Tiger logo. No additional discussion is recorded in the minutes, but the direction that staff took away from the meeting was that the lettering would only be placed in one location, and the Tiger in one location – replacing the existing lettering on the north and southeast quadrants of the tank, and that the option to add a lettering location on the southwest quadrant of the tank was not desired by the commission.

The attached drawing shows the logo locations that were on the drawings that the Utility Commission approved for construction at the April 6, 2015 meeting.



NOT TO SCALE
APPROXIMATELY 32' HIGH AND 32' WIDE
3 COLORS -- BLACK, WHITE, ORANGE



(SOME ITEMS HAVE BEEN ROTATED INTO THE PLANE OF PROJECTION FOR CLARITY)

GENERAL NOTES:

1. CONTRACTOR SHALL VERIFY LETTERING SIZE, STYLE, COLOR AND ORIENTATION WITH OWNER AND ENGINEER PRIOR TO PAINTING.
2. DIMENSIONS SHOWN ARE BASED UPON A BOWL DIAMETER OF 42"-10".



TO: Utility Commission

FROM: Jeremiah Wendt, Director of Public Works

DATE: July 29, 2015

Re: 2015 Street and Utility Projects Update

Background

City staff and consultants have been working on design of the 2015 Street and Utility projects over the last couple of months. Most of the projects are primarily street-related for 2015, they include 175th Avenue, 115th Street, and High Street/N Pierson Avenue. Recently, the extension of a street to the Culvers site has been added to the construction schedule for 2015 as well.

There are some utility-related items on these projects. With the extension of a road to the Culvers site, water, sewer and electric will also be extended to the site. These improvements will be paid for through the Tax Increment Financing District in that area.

The High Street reconstruction project will allow for the abandonment of an existing 2-inch watermain that serves two residences on High Street. The services for these two residences will be replaced as part of the project, and connected to a nearby 10-inch watermain, which will bring the system into compliance with modern codes. Estimated cost to the Utility for this portion of the project is \$11,000.

One of the primary purposes of the 115th Street project is to improve access to the WWTP for trucks hauling biosolids to Ellsworth, and hauling centrate back to the WWTP. Based on the significant impact that these trucks have on this street, staff has proposed that 20% of the project cost be assessed to the wastewater utility. Based on current estimates, this would amount to \$64,340.

The current timeline for these projects is as follows:

- Advertise for Bids – August 6 & 13, 2015
- Open Bids - August 20, 2015
- City Council Award Construction Contract – August 24, 2015
- Commence Construction – September 8, 2014
- Finish Construction – October 31, 2015

Recommendation

Staff is recommending approval of the expenditures noted above from Utility funds for the 2015 Street and Utility projects.



TO: Utility Commission

FROM: Jeremiah Wendt, Director of Public Works

DATE: July 29, 2015

Re: Sewer Televising Bid Award

Background

The Utility budgeted up to \$25,000 in 2015 for sewer televising services, and staff identified an area on the north side of the City (see attached map) to televise – approximately 31,500 linear feet. Staff solicited bids for this work, as detailed on the attached Bids Received sheet.

In 2014, the Utility had the televising contractor clean the sewers to be televised as well, due to a lack of available staff to perform this work. We asked contractors to provide pricing for this service in 2015 as well, but due to the addition of a staff member this year, we feel that the Utility can perform the sewer cleaning prior to the televising work occurring.

If approved, the sewers would be televised starting in mid-August, and the work would likely take 1-2 weeks to complete.

Recommendation

Staff is recommending award of the bid for sewer televising only to R&R Waste Systems Cleaning at a rate of \$0.60/ft for a total cost of \$18,900.

New Richmond Boundary

Z

BIDS RECEIVED

Sewer Televising
New Richmond, Wisconsin
Contact: Jeremiah Wendt, Director of Public Works



Bid Date: 10:00 a.m., Thursday, July 9, 2015

Page 1

Bidder	Televising \$/LF	Televising Total	Clean \$/LF	Total Clean	Grand Total
HK Hydro Klean	.95/LF	\$ 29,925.00	.94/LF	\$ 31,770.00	\$ 61,695.00
National Power Roddin Corp	7.50/FL both				\$ 236,250.00
Visu-Sewer	.90/LF	\$ 28,350.00	1.47/LF	\$ 46,305.00	\$ 74,655.00
Pipe Services	.70/LF	\$ 22,050.00	.82/LF	\$ 25,830.00	\$ 47,880.00
R&R Waste Systems Cleaning, Inc	.60/Ft	\$ 18,900.00	.60/Ft	\$ 18,900.00	\$ 37,800.00



Building a Better World
for All of Us®

July 28, 2015

RE: City of New Richmond
South Water Tower Reconditioning
SEH No. NEWRI 131529 14.00

Jeremiah Wendt
Director of Public Works
City of New Richmond
156 East First Street
New Richmond, WI 54017

Dear Jeremiah:

Please find attached Application for Payment No. 2 from Champion Coatings in the amount of \$156,912.67 for work completed for the South Water Tower Reconditioning project. The application provides for retainage as specified. The submittal includes request for payment for all work items completed as of July 22, 2015.

Work performed on the project to date for which the contractor is requesting payment is generally in conformance with project plans and specifications. There is \$18,253 held in retainage. It is recommended that payment be made to the contractor in the amount of \$156,912.67. Forward one copy of the Application for Payment to the contractor with payment and retain one copy for your records. If you have any questions, please contact me at 715.861.4869 or jnyhagen@sehinc.com

Sincerely,


Jana Nyhagen, PE, NACE
Project Manager

Attachment

c: Bob Cox, Champion Coatings (email)
p:\kol\newri\131529\7-const-svc\slafp2.docx

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 156 High Street, Suite 300, New Richmond, WI 54017-1128
SEH is 100% employee-owned | sehinc.com | 715.246.9906 | 888.881.4281 | 888.908.8166 fax

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER: CITY OF NEW RICHMOND
156 EAST FIRST STREET
NEW RICHMOND, WI 54017

FROM CONTRACTOR: CHAMPION COATINGS
8246 WEST 126TH STREET
SAVAGE, MN 55378

PURCHASE ORDER #

PROJECT: SOUTH WATER TOWER RECONDITIONING

APPLICATION NO: 2

PERIOD TO: 7/22/2015

PROJECT NO(s):

CONTRACT DATE: 4/20/2015

Distribution to:
OWNER
X ENGINEER
CONTRACTOR

VIA ENGINEER: S E H ENGINEERING

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet.

1. ORIGINAL CONTRACT SUM..... \$ 368,900 ✓
2. Net change by Change Orders..... \$ 545.67 ✓
3. CONTRACT SUM TO DATE (Line 1 + 2)..... \$ 369,445.67 ✓
4. TOTAL COMPLETED & STORED TO DATE..... \$ 369,445.67 ✓

- a. 5 % of Completed Work (Column D + E) \$ 18,253
- b. % of Stored Material (Column F) \$ 0

6. TOTAL EARNED LESS RETAINAGE..... \$ 347,237.67

(Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 156,912.67 ✓

8. CURRENT PAYMENT DUE..... \$ 190,325.00

9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 22,633

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 1,000.00	
Total approved this Month		\$ 454.33
NET CHANGES by Change Order	TOTAL \$ 1,000.00	\$ 454.33

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for payment shown herein is now due.

CONTRACTOR:

By: Bob Cox Date: 7/22/2015

State of: Minnesota

County of: Scott

Subscribed and sworn to and before me this 22nd day of July, 2015

Notary Public: Sherri Mohr

My Commission expires: January 31, 2016



ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 156,912.67

(Attach explanation if amount certified differs from the amount applied for initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

By: Jana Hagen Date: 7/28/15

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

City of New Richmond				APPLICATION NO.: 2				22-Jul-15			
SOUTH WATER TOWER RECONDITIONING				APPLICATION DATE:				22-Jul-15			
				PERIOD TO:				786			
				PROJECT NO.:							
A	B	C	D	E	F	G	H	I			
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATIONS (D+E)	WORK COMPLETED THIS PERIOD	Quantity To Date	TOTAL COMPLETED AND STORED TO DATE	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE (IF DIFF.)		
1	MOBILIZATION, BONDS, INSURANCE	\$ 20,000	\$ 20,000	-		\$ 20,000	100%	\$ -			
2	REPAIR FLOOR AND INSTALL HATCH	\$ 3,500	-	-		\$ -	0%	\$ 3,500			
3	REPLACE DOOR	\$ 4,000	2,000	-		\$ 2,000	50%	\$ 2,000			
4	INTERIOR WET COATING SYSTEM	\$ 64,000	40,000	24,000		\$ 64,000	100%	\$ -			
5	INTERIOR DRY COATING SYSTEM	\$ 26,000	-	26,000		\$ 26,000	100%	\$ -			
6	EXTERIOR COATING SYSTEM	\$ 165,000	85,000	80,000		\$ 165,000	100%	\$ -			
7	VALVE VAULT COATING SYSTEM	\$ 4,000	-	4,000		\$ 4,000	100%	\$ -			
8	REPAIR AND COAT FOUNDATION	\$ 1,000	-	1,000		\$ 1,000	100%	\$ -			
9	LOGO 1-"NEW RICHMOND"	\$ 4,000	-	4,000		\$ 4,000	100%	\$ -			
10	LOGO 2 - SCHOOL MASCOT	\$ 6,000	-	6,000		\$ 6,000	100%	\$ -			
11	INTERIOR WET WELDING	\$ 3,500	3,500	-		\$ 3,500	100%	\$ -			
12	INTERIOR WET CAULKING	\$ 2,000	-	2,000		\$ 2,000	100%	\$ -			
13	TOP PLATFORM MODIFICATIONS	\$ 7,500	7,500	-		\$ 7,500	100%	\$ -			
14	TELECOM CABLE MODIFICATIONS	\$ 6,000	6,000	-		\$ 6,000	100%	\$ -			
15	PLATFORM PENETRATIONS TELECOM	\$ 3,000	3,000	-		\$ 3,000	100%	\$ -			
16	PORTS IN BASE CONE	\$ 3,000	3,000	-		\$ 3,000	100%	\$ -			
17	TOP HATCH ANTENNA PENETRATIONS	\$ 2,000	-	2,000		\$ 2,000	100%	\$ -			
18	ACCESS TUBE FALL ARREST	\$ 2,500	-	2,500		\$ 2,500	100%	\$ -			
19	WET INTERIOR FALL ARREST	\$ 2,500	-	2,500		\$ 2,500	100%	\$ -			
20	SAFETY EQUIPMENT	\$ 2,000	-	2,000		\$ 2,000	100%	\$ -			
21	RISER PIPE COATING AND REINSTALL	\$ 1,500	-	-		\$ -	0%	\$ 1,500			
22	RISER PIPE COATING AND REPLACE	\$ 3,000	-	6,120	102' @ \$60	\$ 6,120	204%	\$ -			
23	MISCELLANEOUS INTERIOR REPAIRS	\$ 4,000	4,000	-		\$ 4,000	100%	\$ -			
24	REPLACE ROOF VENT	\$ 6,400	6,400	-		\$ 6,400	100%	\$ -			
25	COAXIAL CABLE BRIDGE ASSEMBLY	\$ 2,000	2,000	-		\$ 2,000	100%	\$ -			
26	INSTALL NEW EXTERIOR ROOF RAILING	\$ 9,000	9,000	-		\$ 9,000	100%	\$ -			
27	REMOVE EXISTING HANDRAIL	\$ 2,000	2,000	-		\$ 2,000	100%	\$ -			
28	MISCELLANEOUS EXTERIOR REPAIRS	\$ 2,500	2,500	-		\$ 2,500	100%	\$ -			
29	DISINFECTION	\$ 1,500	-	1,500		\$ 1,500	100%	\$ -			
30	TWO-YEAR WARRANTY	\$ 1,500	-	1,500		\$ 1,500	100%	\$ -			
31	NORTH WATER TOWER LADDER	\$ 4,000	4,000	-		\$ 4,000	100%	\$ -			
TOTAL		\$ 368,900	\$ 199,900.00	\$ 166,120		\$ 365,020	99%	\$ 7,000			

\$ 365,020

\$ 166,120

\$ 365,020